

EXHIBIT

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STANDARD TERMS AND CONDITIONS OF PART TIME PHYSICIAN EMPLOYMENT

Note: These terms and conditions apply only to physicians with signed employment agreements.

As used below, the term **School** means the Icahn School of Medicine at Mount Sinai, **Hospital(s)** means the Hospital(s) at which the physician has privileges, **Employer** means the entity (Hospital or School) which employs the Physician, and the **FP** means the Employer's faculty practice association.

A. Participation in the Faculty Practice

1. Physicians must participate in the applicable Faculty Practice ("FP") and engage in clinical practice only in facilities provided by or under the auspices of Employer. All revenue derived from clinical practice activities are the property of Employer. Physicians are expected to include timely dictation, coding, and documentation which clearly support the professional services provided.
2. Physicians must participate in Medicare, Medicaid, commercial insurance plans and any independent practice associations as Mount Sinai requests. Employer bills for all professional services physicians provide, and physicians assign billing rights to Employer. Employer makes no warranty or representation regarding the rate at which collections will be realized.
3. Physicians receive the occurrence-based malpractice insurance coverage provided to all participants in the FP.
4. Physicians' professional practice is governed by the policies of the FP from time to time in effect. Upon termination of employment, practice accounts receivable and receipts are the property of Employer.
5. FP medical records are the property of Employer. Copies are provided to physicians after termination of employment only upon legally sufficient patient consent.
6. Physician agrees to comply with the Patient Bill of Rights, including treating patients with dignity and courtesy.

B. Termination from Employment

1. Physician's faculty and hospital appointments will be coterminous with his or her employment.
2. In the event the Employment Agreement is terminated for any reason, the parties will not enter into another agreement for similar services for at least one year after the original effective date.
3. Employer may terminate employment during the term of the Physician's employment agreement (the "Employment Agreement") only for "Cause," meaning: (i) failure to maintain a faculty appointment to the School or medical staff appointment to the Hospital(s); (ii) material violation of the Hospital's or School's rules or policies; (iii) fraud or theft in connection with employment; (iv) commission of a crime or entering into a plea of guilty or no contest with respect to a crime; (v) failure to satisfactorily perform any material duties; (vi) engaging in conduct in connection with employment that is grossly negligent, incompetent or insubordinate; (vii) failure to fulfill reasonable productivity expectations with respect to the Physician's FP; or (viii) protracted absence from duty by Physician. Employer will give 30 days' written notice of the pending termination and the reasons for the termination during which the Physician has an opportunity to cure, unless Employer reasonably determines that the

Cause is not capable of cure or cannot be cured within 30 days, in which case Employer may terminate immediately.

4. Without Cause: Either party shall have the right to terminate the Employment Agreement at any time, with or without cause, upon giving at least thirty (30) days written notice to the other party of its intention to terminate.
5. If employment is terminated, faculty status is governed by the School's policies and procedures, including its Faculty Handbook, from time to time in effect, and status on the Medical Staff of the Hospital(s) is governed by the Hospital's policies and procedures, including the Bylaws of the Hospital(s) Staff and its Rules and Regulations, from time to time in effect.
6. Legal Termination: Either party shall have the right to terminate the Employment Agreement upon provision of at least five (5) business days written notice of its intention to terminate, along with the basis for its decision, in the event that it concludes, in the good faith judgment of counsel, that the arrangements described hereunder are not legal and such illegality may not be cured.

C. Fair Competition.

1. Non-Solicitation of Patients. During the Term and for a one-year period following the termination of employment, physicians may not solicit patients of Mount Sinai. However, following termination of employment, Mount Sinai will honor patients' freedom of choice and upon a patient's request will inform the patient of the Physician's new contact information if provided by the Physician.
2. Non-Solicitation of Employees. During the Term and for a one-year period following the termination of employment, physicians may not recruit, solicit or induce to terminate their employment or other relationship with Mount Sinai, any employee or independent contractor of the School or the Hospital(s).
3. Confidentiality. During the Term and after termination of employment without limitation of time, physicians may not provide or disclose to any person any confidential or proprietary information of Mount Sinai, unless required by law, in which case they must notify Mount Sinai prior to such disclosure. Employment agreements are considered confidential information and may not be disclosed to any person other than to the Physician's spouse, accountant, or attorney. Upon termination of employment, physicians must immediately return to Mount Sinai any and all such information and any other property of Mount Sinai in their possession.

D. Other Policies

1. All business, professional and medical records prepared or maintained by the Physician in connection with the Services, or on behalf of Mount Sinai or any employee or other contractor of Mount Sinai, including, without limitation: all patient lists, financial records, accounts receivable reports and referral sources; all utilization management, quality assurance, continuous quality improvement and peer review program data, reports and analyses; all patient records, medical notes, correspondence, treatment logs and imaging studies; all marketing, sales, advertising or other concepts or plans; and all trade secrets, new product developments, and special or unique processes or methods are the sole property of Mount Sinai and constitute confidential information.
2. Physician shall not, during or at any time after the term of this Employment Agreement, in whole or in part, remove from any hospital or health care facility where he or she provided services under the

Employment Agreement, disclose to any person or entity, or, for his or her own purposes or for the benefit of any other person or entity, make use of, any of the information contained in the Employment Agreement, any confidential information concerning the nature or operations of Mount Sinai, or any information contained in any of the above-referenced business, professional or medical records, for any reason or purpose whatsoever, unless pursuant to a court order that has been reviewed and verified by Mount Sinai's attorney, or in order to properly perform his or her duties under the Employment Agreement. The foregoing notwithstanding, Physician shall adhere to all applicable laws, rules, regulations and MSH policies concerning the confidentiality of and the releases of information from medical records. The covenants contained in this Section shall survive the termination of the Employment Agreement.

3. We expressly agree that neither the Physician nor Mount Sinai is obligated by the terms hereof to refer patients to the other or any entities or individuals related thereto or associated therewith and that no part of the consideration paid and received hereunder is in exchange for the referral of patients or the promise to make such referral. Decisions regarding the referral of patients will be made based solely upon the healthcare needs and wishes of the patient. We intend to comply fully with all federal, state and local laws, rules and regulations concerning the services contemplated hereunder.
4. This offer is predicated on the Physician's commitment to work for Mount Sinai under the specific terms and conditions described in the cover letter and consistent with the position description. Under the Employment Agreement, the Physician may not accept an appointment or other position at any other educational, medical, or scientific institution (school of medicine, hospital, research organization, college, or university) or maintain a clinical practice outside Mount Sinai, other than as described in the cover letter and position description, unless prior written approval has been granted by the Chair. In the event that the Physician wishes to assume another position and maintain a role at Mount Sinai, we may consider a revised agreement.
5. In addition to these terms and conditions, physician employment is governed by the Physician's Employment Agreement and the policies of the School and the Hospital(s), including without limitation, the Faculty Handbook of the School (<http://icahn.mssm.edu/about-us/services-and-resources/faculty-resources/handbooks-and-policies/faculty-handbook>), the policies of the FP, and the Medical Staff Bylaws and Rules and Regulations of the Hospital(s), as they may be amended. If any provision of the Physician's Employment Agreement conflicts with any provision of the foregoing policies, the provision of the Employment Agreement shall control.
6. The terms of this offer supersede any and all prior agreements and understandings, written or oral, between the Physician and Mount Sinai (and the terms thereof) with respect to the subject matter hereof.

E. Disputes

This Agreement will be governed by the laws of the State of New York and the parties will submit to the jurisdiction of the state and/or federal courts located within the State of New York, which shall be exclusive, for the resolution of any dispute that may arise hereunder. In the event of a dispute arising out of physician employment, both parties waive any right they might otherwise have to a jury trial.

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Approved by:

Chief Executive Officer, Mount Sinai Health System:

Approved: Kenneth L. Davis, MD Date: 6/16/2022

President & Chief Operating Officer, Mount Sinai Health System:

Approved: Margaret Pastuszko Date: 6/16/2022

Dean, Icahn School of Medicine at Mount Sinai:

Approved: Dominic S. Chong MD Date: 6/16/2022

Co-Chairmen, Board of Trustees, Mount Sinai Health System:

Approved: [Signature] Date: 6/23/2022

Approved: Richard A. Friedman Date: 6/23/2022